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9  
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 COUNTY OF LOS ANGELES – SPRING STREET  
12

13 ABRAHAM ONOFRE, individually, and on  
behalf of all others similarly situated,  
14 REINA CEDILLO, individually, and on behalf of  
all others similarly situated,

15 *Plaintiff,*

16 vs.

17 CAITAC GARMENT PROCESSING, INC., a  
18 California Corporation, and DOES 1 through 10,  
inclusive,

19 *Defendants.*  
20

Case No.: BC702283

Hon. Kenneth R. Freeman, Dept. SS-14

CLASS ACTION

**FIRST AMENDED JOINT STIPULATION  
OF CLASS ACTION SETTLEMENT**

Action Filed: May 1, 2018

Trial date: Not set

1 [Counsel continued from first page]

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19 Attorneys for Defendant Caitac Garment Processing, Inc.

1                   **FIRST AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2                   This First Amended Joint Stipulation of Class Action Settlement (“Joint Stipulation of Settlement”  
3 or “Settlement”) is made and entered into by and between Plaintiff ABRAHAM ONOFRE and Plaintiff  
4 REINA CEDILLO (“Plaintiffs” or “Class Representatives”), individually and on behalf of all others  
5 similarly situated, and Defendant CAITAC GARMENT PROCESSING, INC., (“Caitac” or “Defendant”).  
6 Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

7                   THE PARTIES STIPULATE AND AGREE as follows:

8                   1.       On May 1, 2018, Plaintiff Onofre filed a putative Class Action alleging that Defendant: (1)  
9 failed to pay minimum and straight time wages; (2) failed to pay overtime wages; (3) failed to provide  
10 meal periods; (4) failed to authorize and permit rest periods; (5) failed to timely pay all wages to  
11 terminated employees; (6) failed to furnish accurate itemized wage statements; and (7) violated  
12 California’s Unfair Competition Law, California Business and Professions Code section 17200 et seq.  
13 (The “*Onofre* Action.”) In the Complaint, Plaintiff Onofre seeks to represent all persons that worked for  
14 Defendant in California as an hourly-paid, non-exempt employee at any time during the period beginning  
15 four years before the filing of the initial complaint in the Onofre action and ending when notice to the  
16 Class is sent.

17                   2.       On May 29, 2018, Plaintiff Onofre filed a First Amended Complaint. No new causes of  
18 action were alleged. An erroneous allegation was removed.

19                   3.       On August 30, 2018, Plaintiff Onofre filed a Second Amended Complaint. The Second  
20 Amended Complaint alleged a new cause of action arising under the Private Attorneys General Act of  
21 2004 (“PAGA”).

22                   4.       The Parties have stipulated to the filing of a Third Amended Complaint that the Parties  
23 intend to file before seeking Preliminary Approval of this Settlement. For purposes of this Settlement,  
24 “Complaint” refers to the operative Third Amended Complaint, or any other pleading that is the operative  
25 complaint at the time the Court grants Preliminary Approval.

26                   5.       On November 28, 2018, Plaintiff Reina Cedillo filed a putative Class Action against  
27 Defendant. That matter, entitled *Cedillo v. Caitac Garment Processing, Inc.*, Case No. 18STCV06470, is  
28 also pending before this Court. (The “*Cedillo* Action.”) While substantially similar, the *Cedillo* Action’s

1 allegations differ slightly from this matter in that it includes a claim for failure to reimburse business  
2 expenses and explicitly alleges that security checks were an underlying cause of some unpaid wages.

3 6. For purposes of this Settlement, the *Onofre* Action and the *Cedillo* Action are referred to  
4 herein as the “Action.”

5 7. For purposes of this Settlement, the “Class Period” is May 1, 2014 through May 1, 2019,  
6 or the date upon which the Court grants preliminary approval, whichever is sooner.

7 8. For purposes of this Settlement, the “Class” or “Class Members” consist of: All persons  
8 who worked for any Defendant in California as an hourly-paid, non-exempt employee at any time during  
9 during the Class Period. “Settlement Class Members” are those Class Members who do not submit timely  
10 exclusion requests to the Settlement Administrator. Defendant’s best estimate is that the Class includes  
11 565 individuals.

12 9. For purposes of this Settlement, “Class Counsel” means MOON & YANG, APC, and  
13 AEQUITAS LEGAL GROUP.

14 10. For purposes of this Settlement, “Covered Workweeks” means the number of workweeks a  
15 Class Member worked at Defendant’s facilities in California during the Class Period.

16 11. For purposes of the Settlement, “Defendant’s Counsel” means REMEDY LAW GROUP  
17 LLP.

18 12. Solely for purposes of settling this case, the Parties and their respective counsel stipulate  
19 and agree that the requisites for establishing class certification with respect to the Class Members have  
20 been met and are met. More specifically, the Parties stipulate and agree that:

21 (a) The Class is ascertainable and so numerous as to make it impracticable to join all  
22 Class Members.

23 (b) There are common questions of law and fact including, but not limited to, the  
24 following:

25 1) Whether or not Defendant paid proper wages to the Class;

26 2) Whether or not Defendant provided meal periods to the Class;

27 3) Whether or not Defendant provided rest periods to the Class;

28 4) Whether or not Defendant paid compensation timely upon separation of

1 employment to former Class Members;

2 5) Whether or not Defendant paid compensation timely throughout Class  
3 Members' employment;

4 6) Whether or not Defendant provided accurate itemized statements to the  
5 Class;

6 7) Whether or not waiting-time penalties are available to the Class for  
7 violation of California Labor Code § 203;

8 8) Whether or not Defendant maintained requisite records;

9 9) Whether or not Defendant paid proper meal period pay or rest period pay to  
10 the Class;

11 10) Whether or not Defendant properly reimbursed all expenses incurred by the  
12 Class;

13 11) Whether or not Defendant engaged in unlawful or unfair business practices  
14 affecting the Class in violation of California Business and Professions  
15 Code §§ 17200-17208; and,

16 12) Whether or not Plaintiff and the Class are entitled to penalties pursuant to  
17 PAGA.

18 (c) Plaintiffs' claims are typical of the claims of the Class Members.

19 (d) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the  
20 Class.

21 (e) The prosecution of separate actions by individual members of the Class would  
22 create the risk of inconsistent or varying adjudications, which would establish  
23 incompatible standards of conduct.

24 (f) With respect to the Class, questions of law and fact common to the members of the  
25 Class predominate over any questions affecting any individual member in such  
26 Class, and that a class action is superior to other available means for the fair and  
27 efficient adjudication of the controversy.

28 13. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the

1 claims alleged in the Complaint, and Defendant further denies that, for any purpose other than settling this  
2 lawsuit, the action is appropriate for class or representative treatment. With respect to Plaintiffs' claims,  
3 Defendant contends, among other things, that Plaintiffs and the Class Members have been paid proper  
4 wages, have been provided meal periods, have been provided rest periods, have been paid timely wages  
5 upon separation of employment, and have been provided with accurate itemized wage statements.  
6 Defendant contends, among other things, that they have complied at all times with the California Labor  
7 Code and the applicable Wage Orders of the Industrial Welfare Commission. Furthermore, with respect to  
8 all claims, Defendant contends that they have complied at all times with the California Business and  
9 Professions Code.

10 14. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge  
11 all disputes and claims arising from or related to the Complaint.

12 15. Class Counsel has conducted a thorough investigation into the facts of this class action  
13 case, including an extensive review of relevant documents, and has diligently pursued an investigation of  
14 the claims of the Class against Defendant. Based on its own independent investigation and evaluation,  
15 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms  
16 set forth in this Joint Stipulation of Settlement is fair, reasonable, and adequate and is in the best interest of  
17 the Class in light of all known facts and circumstances, including the risk of significant delay, the risk the  
18 Class will not be certified by the Court, defenses asserted by Defendant, and numerous potential appellate  
19 issues. Defendant and Defendant's Counsel also agree that the Settlement is fair and in the best interest of  
20 the Class.

21 16. The Parties agree to cooperate and take all steps necessary and appropriate to obtain  
22 preliminary and final approval of this Settlement.

23 17. This Settlement provides for a non-reversionary process requiring Defendant to issue  
24 payments to Class Members according to a specified formula based on Covered Workweeks. **The**  
25 **maximum total payment under the Settlement, including all attorney's fees and costs, the service**  
26 **payment to the named Plaintiffs, the costs of claims administration, the amount attributable to**  
27 **payment pursuant to PAGA, and any other payments provided by this Settlement, is \$985,000.00**  
28 **("Gross Settlement Amount"), except that, to the extent that any portions of the Class Members'**

1 **settlement proceeds constitute wages, Defendant will be separately responsible for any employer**  
2 **payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions.** Except  
3 for any employer payroll taxes, it is understood and agreed that Defendant's maximum total liability under  
4 this Settlement shall not exceed the Gross Settlement Amount. If as of the end of the Class Period the  
5 actual Class size is more than 10% of the estimated Class size of 565 persons (i.e., 621 or more Class  
6 Members) the Gross Settlement Amount shall be increased by the average gross payout to individual Class  
7 Members based on 621 Class Members. As an example only, if the average payout based on 565 Class  
8 Members is \$1,000 per Class Member and there are 56 additional Class Members (621 total Class  
9 Members), Defendant would have to increase the Gross Settlement Amount by \$56,000. The Gross  
10 Settlement Amount will not be reduced due to Defendant's estimate.

### 11 **TERMS OF SETTLEMENT**

12 18. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements  
13 set forth herein, the Parties agree, subject to the Court's approval, as follows:

14 (a) It is agreed by and among the Class and Defendant that this case and any claims,  
15 damages, or causes of action arising out of the disputes which are the subject of  
16 this case, be settled and compromised as between the Class and Defendant, subject  
17 to the terms and conditions set forth in this Settlement and the approval of the  
18 Court.

19 (b) Effective Date: The terms of settlement embodied in this Settlement shall become  
20 effective when all of the following events have occurred: (i) this Joint Stipulation  
21 of Settlement has been executed by all Parties and their respective counsel; (ii) the  
22 Court has given preliminary approval to the Settlement; (iii) the notice has been  
23 given to the Class, providing them with an opportunity to dispute information  
24 contained in the Notices of Settlement Payment, to opt out of the Settlement, or to  
25 object to the Settlement; (iv) the Court has held a final approval hearing and  
26 entered a final order and judgment certifying the Class, approving this Settlement,  
27 and dismissing this action with prejudice; and (v) the later of the following events:  
28 (a) five (5) calendar days have passed since final approval is granted if there are no

1 objections to the settlement; (b) sixty-five (65) days following notice of entry of the  
2 Court's final order approving the Settlement; (c) or if any appeal, writ or other  
3 appellate proceeding opposing this Settlement has been filed within sixty-five (65)  
4 days following notice of entry of the Court's final order approving the Settlement,  
5 then five (5) business days after when any appeal, writ or other appellate  
6 proceeding opposing the Settlement has been resolved finally and conclusively  
7 with no right to pursue further remedies or relief. In this regard, it is the intention  
8 of the Parties that the Settlement shall not become effective until the Court's order  
9 approving the Settlement is completely final, and there is no further recourse by an  
10 appellant or objector who seeks to contest the Settlement.

11 (c) Net Settlement Amount: The Net Settlement Amount shall be calculated by  
12 deducting from the Gross Settlement Amount (\$985,000.00) the following sums,  
13 subject to approval by the Court: (1) attorney's fees (not to exceed 33 1/3% of the  
14 Gross Settlement Amount, or \$328,333.33); (2) reasonable litigation costs (not to  
15 exceed \$12,000); (3) service payments for Plaintiff and Class Representative  
16 Cedillo (not to exceed \$5,000) and Plaintiff and Class Representative Onofre (not  
17 to exceed \$7,500);(4) PAGA penalties paid to the Labor and Workforce  
18 Development Agency ("LWDA") in the amount of \$15,000 (which is 75% of the  
19 \$20,000 allocated to the PAGA penalty claim); and (5) costs of claims  
20 administration (estimated not to exceed \$19,500). Settlement payments to the  
21 Class Members will be calculated by the Settlement Administrator and paid out of  
22 the Net Settlement Amount as set forth below.

23 (d) Payroll Taxes and Required Withholdings: To the extent that any portions of the  
24 Class Members' settlement proceeds constitute wages, Defendant will be  
25 separately responsible for any employer payroll taxes required by law, including  
26 the employer FICA, FUTA, and SDI contributions. Except for any employer  
27 payroll taxes, it is understood and agreed that Defendant's maximum total liability  
28 under this Settlement shall not exceed the Gross Settlement Amount. The



1 Settlement Administrator will calculate and submit the Defendant's employer share  
2 of payroll taxes after advising Defendant of the total amount owed, in aggregate, as  
3 employer-side payroll taxes and receiving a lump sum payment from Defendant in  
4 that amount when the Gross Settlement Amount is delivered to the Settlement  
5 Administrator.

6 (e) Settlement Payments: Settlement Payments will be paid out of the Net Settlement  
7 Amount. Each Class Member will be paid a pro-rata share of the Net Settlement  
8 Amount, as calculated by the Settlement Administrator. The pro-rata share will be  
9 determined by comparing the individual Class Member's Covered Workweeks  
10 employed during the Class Period in California to the total Covered Workweeks of  
11 the Class during the Class Period. Class Members will be paid Settlement  
12 Payments based on the shares as calculated by the Settlement Administrator.  
13 Settlement Payments in the appropriate amounts will be distributed by the  
14 Settlement Administrator by mail to the Class Members. Un-cashed, unclaimed or  
15 abandoned checks, shall be transmitted in accordance with California Code of Civil  
16 Procedure § 384(b), as set forth below.

17 (f) Allocation of Settlement Payments: The Parties have agreed that all Settlement  
18 Payments will be allocated as follows: 20% to wages and 80% to penalties and  
19 interest, of which \$20,000 of that amount will be attributed specifically to penalties  
20 under the PAGA (25% [\$5,000.00] will go to the Class, 75% [\$15,000.00] will be  
21 sent to the Labor and Workforce Development Agency "LWDA"). Appropriate  
22 federal, state and local withholding taxes will be taken out of the wage allocations,  
23 and each Class Member will receive an IRS Form W-2 with respect to this portion  
24 of the Settlement Payment. The employer's share of payroll taxes and other  
25 required withholdings will be paid as set forth above, including but not limited to  
26 the Defendant's FICA and FUTA contributions, based on the payment of claims to  
27 the Class Members. IRS Forms 1099 will be issued to each Class Member  
28 reflecting the payments for penalties and interest. Class Members are responsible

1 to pay appropriate taxes due on the Settlement Payments they receive. To the  
2 extent required by law, IRS Forms 1099 and W-2 will be issued to each Class  
3 Member with respect to such payments.

4 (g) Settlement Payments Do Not Give Rise to Additional Benefits: All Settlement  
5 Payments to individual Class Members shall be deemed to be paid to such Class  
6 Member solely in the year in which such payments actually are received by the  
7 Class Member. It is expressly understood and agreed that the receipt of such  
8 Settlement Payments will not entitle any Class Member to additional compensation  
9 or benefits under any company bonus, contest or other compensation or benefit  
10 plan or agreement in place during the period covered by the Settlement, nor will it  
11 entitle any Class Member to any increased retirement, 401(k) benefits or matching  
12 benefits or deferred compensation benefits. It is the intent that the Settlement  
13 Payments provided for in this Settlement are the sole payments to be made by  
14 Defendant to the Class Members, and that the Class Members are not entitled to  
15 any new or additional compensation or benefits as a result of having received the  
16 Settlement Payments (notwithstanding any contrary language or agreement in any  
17 benefit or compensation plan document that might have been in effect during the  
18 period covered by this Settlement).

19 (h) Attorney's Fees and Costs: Subject to approval by the Court, Defendant will not  
20 object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of  
21 the Gross Settlement Amount (\$328,333.33) and litigation costs not to exceed  
22 \$12,000.

23 (i) Service Payments for Class Representative: Subject to Court approval, and in  
24 exchange for a general release, Defendant will not object to Class Counsel's  
25 application for Service Payments totalling \$12,500 in aggregate, including a  
26 payment of up to \$5,000 for Plaintiff Cedillo for her service as a Class  
27 Representative and \$7,500 for Plaintiff Onofre for his service as a Class  
28 Representative. It is understood that these Service Payments are in addition to the

1 individual Settlement Payments to which the Class Representatives are entitled to  
2 along with the other Class Members. Defendant or the Settlement Administrator  
3 will issue an IRS Form 1099 for the Service Payments to the Class  
4 Representatives. The Class Representatives will be individually responsible for  
5 correctly characterizing this compensation on their personal income tax returns for  
6 tax purposes and for paying any taxes on the amounts received. Should the Court  
7 approve a Service Payment to a Class Representative in an amount less than that  
8 set forth above, the difference between the lesser amount(s) approved by the Court  
9 and the Service Payment amount(s) set forth above shall be added to the Net  
10 Settlement Amount. The Settlement Administrator will pay the court-approved  
11 Class Representative Service Payment within twenty (20) calendar days of the  
12 Effective Date of the Settlement.

13 (j) Settlement Administrator: The Settlement Administrator will be Phoenix  
14 Settlement Administrators or such other Settlement Administrator as may be  
15 mutually agreeable to the Parties and approved by the Court. Claims  
16 administration costs are estimated not to exceed \$19,500. The costs of the  
17 Settlement Administrator for work done shall be paid regardless of the outcome of  
18 this Settlement.

19 (k) Funding of Settlement Account: Defendant will fund the settlement account within  
20 twenty-one (21) calendar days of the Effective Date of the Settlement provided that  
21 the Settlement Administrator has provided the Parties with an accounting of the  
22 amounts to be paid by Defendant pursuant to the terms of this Settlement.

23 (l) Mailing of Settlement Payments: The Settlement Administrator shall cause the  
24 Settlement Payments to be mailed to the Class Members within twenty (20)  
25 calendar days of the Effective Date of the Settlement, provided that the Settlement  
26 Administrator has provided the Parties with an accounting of the amounts to be  
27 paid by Defendant pursuant to the terms of this Settlement.

28 (m) Notice of Settlement Payment: For each Class Member in the Settlement Class,

1 there will be pre-printed information on the Notice of Settlement Payment mailed  
2 to the Class Member, based on Defendant's records, stating the Class Member's  
3 Covered Workweeks during the Class Period and the estimated Settlement  
4 Payment under the Settlement. The pre-printed information based on Defendant's  
5 records shall be presumed to be correct. A Class Member may dispute the pre-  
6 printed information on the Notice of Settlement Payment as to his or her Covered  
7 Workweeks during the Class Period. Class Members have sixty (60) calendar days  
8 from the original date of mailing the Notice of Settlement Payment to dispute the  
9 information on the Notice of Settlement Payment as to his or her Covered  
10 Workweeks. Unless a disputing class member submits documentary evidence in  
11 support of his or her dispute, the records of the Defendant will be determinative.

12 (n) Resolution of Disputes: If a Class Member disputes the accuracy of Defendant's  
13 records, and the Parties' counsel cannot resolve the dispute informally, the matter  
14 will be referred to the Settlement Administrator. The Settlement Administrator  
15 will review Defendant's records and any information or documents submitted by  
16 the Class Member and issue a non-appealable decision regarding the dispute. The  
17 Class Member must submit information or documents supporting his or her  
18 position to the Settlement Administrator prior to the expiration of the 60-day  
19 claims period. Information or documents submitted after the expiration of the 60-  
20 day claims period will not be considered by the Settlement Administrator, unless  
21 otherwise agreed to by the Parties.

22 (o) Right Of Class Member To Request Exclusion From The Settlement: Any Class  
23 Member may request to be excluded from the Class by mailing a "Request for  
24 Exclusion from Settlement" to the Settlement Administrator within sixty (60)  
25 calendar days from the original date of the mailing of the Notice of Class Action  
26 Settlement by the Settlement Administrator, stating, as follows or in substantially  
27 similar terms:

28 "I WISH TO BE EXCLUDED FROM THE CLASS IN THE

1    *ONOFRE V. CAITAC GARMENT PROCESSING, INC.,*  
2    *CLASS ACTION LAWSUIT, LOS ANGELES COUNTY*  
3    *SUPERIOR COURT CASE NO. BC702283. I*  
4    *UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM*  
5    *THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM*  
6    *THE SETTLEMENT.”*

7  
8    Any Request for Exclusion must include the name, address, telephone number and  
9    signature of the Class Member requesting exclusion. Any such request must be  
10    made in accordance with the terms of the Notice of Class Action Settlement. Any  
11    Class Member who timely requests exclusion in compliance with these  
12    requirements (i) shall not have any rights under this Settlement; (ii) shall not be  
13    entitled to receive any Settlement Payments under this Settlement; and (iii) shall  
14    not be bound by this Settlement or the Court’s Order and Final Judgment.

15    (p)    Right of Class Member To Object To The Settlement: Any Class Member may  
16    object to the Settlement. To object, the Class Member may appear in person at the  
17    Final Approval Hearing, have an attorney object for the Class Member, or submit a  
18    written brief or statement of objection (“Notice of Objection”) to the Settlement  
19    Administrator. Upon receipt, the Settlement Administrator will transmit a copy of  
20    any Notice of Objection it receives to the attorneys for the Parties. Class Members  
21    who choose to object in writing must send their Notice of Objection to the  
22    Settlement Administrator within sixty (60) calendar days from the original date of  
23    the mailing of the Notice of Class Action Settlement. If any Class Member  
24    chooses to submit a written brief or statement of objection to the Settlement, as set  
25    forth in the Notice, the written objection should contain sufficient information to  
26    confirm the identity of the objector and the basis of the objection, including (1) the  
27    full name of the Settlement Class Member; (2) the signature of the Settlement  
28    Class Member; (3) the grounds for the objection; and (4) be postmarked within the  
    Response Deadline to permit adequate time for processing and review by the  
    Parties of the written statement or objection. Class Counsel shall ensure that any  
    written objections are transmitted to the Court for the Court’s review (either as an

1 attachment to a declaration from Class Counsel or as an attachment to a declaration  
2 from the Settlement Administrator). Class Counsel and Defendant's Counsel may,  
3 at least five (5) days (or some other number of days as the Court shall specify)  
4 before the final approval hearing, file responses to any Notice of Objection. A  
5 Class Member who does not object prior to or at the Final Approval Hearing, will  
6 be deemed to have waived any objections and will be foreclosed from making any  
7 objections (whether at the Final Approval Hearing, by appeal, or otherwise) to the  
8 Settlement. If the Court rejects the Class Member's objection, the Class Member  
9 will still be bound by the terms of this Agreement.

### 10 **SETTLEMENT ADMINISTRATION**

11 19. Subject to the Court's approval, the Parties have agreed to the appointment of Phoenix  
12 Settlement Administrators to perform the customary duties of Settlement Administrator. The Settlement  
13 Administrator will mail the Notice of Class Action Settlement, in English and Spanish, and Notice of  
14 Settlement Payment, in English and Spanish, to the Class Members. There will be a sixty (60) day period  
15 from the date the Settlement Administrator mails the Notice of Class Action Settlement and Notice of  
16 Settlement Payment for Class Members to submit a claim, to dispute the information contained in the  
17 Notice of Settlement Payment, to file an objection, or to request exclusion (opt-out) from the Settlement.

18 20. The Settlement Administrator will independently review the Covered Workweeks  
19 attributed to each Class Member and will calculate the amounts due to each Class Member in accordance  
20 with this Settlement. The Settlement Administrator shall report, in summary or narrative form, the  
21 substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendant's  
22 records in order to perform its duties.

23 21. In accordance with the terms of this Settlement, and upon receipt of funds from Defendant,  
24 the Settlement Administrator will issue and send out the Settlement Payment checks to the Class  
25 Members. Tax treatment of the Settlement Payments will be as set forth herein, and in accordance with  
26 state and federal tax laws. All disputes relating to the Settlement Administrator's performance of its duties  
27 shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and  
28 conditions of this Settlement until all payments and obligations contemplated by this Settlement have been

1 fully carried out.

2 **ATTORNEY'S FEES AND COSTS**

3 22. In consideration for resolving this matter and in exchange for the release of all claims by  
4 the Class Members, including Plaintiff Onofre and Plaintiff Cedillo, and subject to approval by the Court,  
5 Defendant will not object to Class Counsel's application for attorney's fees not to exceed 33 1/3% of the  
6 Gross Settlement Amount (\$328,333.33) and litigation costs not to exceed \$12,000. The amounts set forth  
7 above will cover all work performed and all fees and costs incurred to date, and all work to be performed  
8 and all fees and costs to be incurred in connection with the approval by the Court of this Settlement and  
9 administration of the Settlement. Should Class Counsel request a lesser amount and/or the Court approve  
10 a lesser amount(s) of attorney's fees and/or attorneys' costs, the difference between the lesser amount(s)  
11 and the maximum amount set forth above shall be added to the Net Settlement Amount. The attorney's  
12 fees and costs approved by the Court shall be paid to Class Counsel within twenty-one (21) calendar days  
13 following the Effective Date of the Settlement. Class Counsel shall disclose to the Court any fee sharing  
14 agreements between and among them.

15 **NOTICE TO THE CLASS & NOTICE OF SETTLEMENT PAYMENT**

16 23. A Notice of Class Action Settlement in approximately the form attached hereto as  
17 Exhibit "A," and as approved by the Court, shall be sent by the Settlement Administrator to the Class  
18 Members by first class mail. In addition, a Notice of Settlement Payment in approximately the form  
19 attached hereto as Exhibit "B," and as approved by the Court, shall also be sent by the Settlement  
20 Administrator to the Class Members by first class mail. Both Exhibit A and Exhibit B shall be translated  
21 into Spanish so that Spanish and English language versions of both Exhibits are included in the mailing.  
22 Any returned envelopes from this mailing with forwarding addresses will be utilized by the Settlement  
23 Administrator to forward the Notices to the Class.

- 24 (a) Within 25 calendar days from the date of preliminary approval of this Settlement  
25 by the Court, Defendant shall provide to the Settlement Administrator a class  
26 database containing the following information for each Class Member: (1) name;  
27 (2) last known address; (3) social security number; and (5) dates of employment at  
28 Defendant's facilities in California. This database shall be based on Defendant's

1 payroll and other business records and shall be provided in a format acceptable to  
2 the Settlement Administrator. Defendant agrees to consult with the Settlement  
3 Administrator prior to the production date to ensure that the format will be  
4 acceptable to the Settlement Administrator. The Settlement Administrator will run  
5 a check of the Class Members' addresses against those on file with the U.S. Postal  
6 Service's National Change of Address List; this check will be performed only once  
7 per Class Member by the Settlement Administrator. Absent mutual written  
8 agreement of counsel for the Parties or Court order, the Settlement Administrator  
9 will keep this database confidential and use it only for the purposes described  
10 herein, and will return this database to Defendant upon final approval of the  
11 settlement or destroy electronic records containing the database after the Settlement  
12 is final and all payments are distributed as required under this Agreement.

13 (b) Within 15 calendar days after the Class database is provided to the Settlement  
14 Administrator, the Settlement Administrator will mail the Notices of Class Action  
15 Settlement and Notices of Settlement Payment to the Class Members by first class  
16 United States mail. There will be a 60 day period from the date the Notices of  
17 Class Action Settlement and Notices of Settlement Payment are mailed during  
18 which Class Members can submit a claim, dispute the information contained in the  
19 Notice of Settlement Payment, file an objection, or request exclusion (opt-out)  
20 from the Settlement.

21 (c) Notices returned to the Settlement Administrator as non-deliverable during the 60  
22 calendar-day period shall be resent to the forwarding address, if any, on the  
23 returned envelope. A returned Notice will be forwarded only once per Class  
24 Member by the Settlement Administrator. If there is no forwarding address, the  
25 Settlement Administrator will do a computer search for a new address using the  
26 Class Member's social security number; this search will be performed only once  
27 per Class Member by the Settlement Administrator. In any instance where a  
28 Notice is first returned to the Settlement Administrator within ten days of the



1 original Response Deadline, and a new address for that Class Member can be  
2 located via a first skip-tracing, the Response Deadline will be extended by 30 days  
3 for that Class Member. A letter prepared by the Settlement Administrator will be  
4 included in the re-mailed Notice in that instance, stating the extended Response  
5 Deadline. Upon completion of these steps by the Settlement Administrator,  
6 Defendant and the Settlement Administrator shall be deemed to have satisfied their  
7 obligations to provide the Notice of Class Action Settlement and Notice of  
8 Settlement Payment to the affected Class Member. The affected Class Member  
9 shall remain a member of the Class and shall be bound by all the terms of the  
10 Settlement and the Court's Order and Final Judgment.

11 (d) The Settlement Administrator will not send any reminder notices of any nature to  
12 the Class Members.

13 (e) Class Counsel shall provide to the Court, at least five calendar days prior to the  
14 final approval hearing, a declaration by the Settlement Administrator of due  
15 diligence and confirming mailing of the Notices of Class Action Settlement and  
16 Notices of Settlement Payment.

17 **ADMINISTRATION OF SETTLEMENT PAYMENTS**

18 24. As set forth above, each Class Member will have 60 calendar days after the mailing of the  
19 Notice of Class Action Settlement within which to postmark to the Settlement Administrator any challenge  
20 or dispute to the information on the Notice of Settlement Payment. No disputes will be honored if they are  
21 postmarked after the 60 calendar-day period, unless the parties mutually agree to accept the untimely  
22 dispute. Each Class Member is responsible to maintain a photocopy of any documents sent to the  
23 Settlement Administrator and a record of proof of mailing.

24 25. The Settlement Administrator shall cause the Settlement Payments to be mailed to the  
25 Class Members within 20 calendar days of the Effective Date of the Settlement. Settlement Payment  
26 checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. Settlement  
27 checks will automatically be cancelled by Defendant or the Settlement Administrator if they are not cashed  
28 by the Class Member within that time, and the Class Member's claims will remain released by the

1 Settlement. Settlement checks which have expired will not be reissued.

2 26. Funds from un-cashed, unclaimed or abandoned checks, and any accrued interest thereon  
3 based on a 180-day void date, shall be transmitted in accordance with California Code of Civil Procedure  
4 § 384(b), as follows:

5 (a) To a child advocacy program, or

6 (b) To a non-profit organization providing civil legal services to the indigent.

7 Subject to Court approval, the Parties propose the State Bar's Justice Gap Fund, one of three significant  
8 sources of funding for about 100 legal aid organizations across the state, as the *cy pres* recipient.

9 27. Upon completion of its calculation of Settlement Payments, the Settlement Administrator  
10 shall provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to  
11 be made to each Class Member (to be identified anonymously by employee number). A Declaration  
12 attesting to completion of all payment obligations will be provided to Class Counsel and Defendant's  
13 Counsel and filed with the Court. The Parties will take all steps necessary to comply with the provisions of  
14 Code of Civil Procedure § 384. In the event that any un-cashed or abandoned checks, and interest accrued  
15 thereon if any, must be distributed to the *cy pres* recipient, the Settlement Administrator will cancel the tax  
16 documents associated with those un-cashed or abandoned checks, and the Parties will submit to the Court  
17 a revised Judgment that states the final disposition of all amounts under this Settlement, in compliance  
18 with California Code of Civil Procedure § 384. The Settlement Administrator shall not transmit any funds  
19 to the *cy pres* recipient until the Parties have provided to the Settlement Administrator a revised Judgment  
20 approving the final distribution of all Settlement funds, including the amount to be transmitted to the *cy*  
21 *pres* recipient.

22 **RELEASE BY THE CLASS**

23 28. Upon the final approval by the Court of this Settlement, and except as to such rights or  
24 claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member  
25 who has not submitted a valid and timely request for exclusion, will release claims as follows:

26 (a) **Identity of Released Parties.** The Class Members, other than those who file  
27 Exclusion ("opt-out") requests, will fully release and hold harmless Defendant, and  
28 each of its/their former and present direct and/or indirect owners, dba's, affiliates,

1 parents, subsidiaries, brother and sister corporations, divisions, related companies,  
2 successors and predecessors, and current and former employees, attorneys, officers,  
3 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,  
4 subrogees, executors, partners, privies, agents, servants, insurers, representatives,  
5 administrators, employee benefit plans, and assigns of said entities (collectively  
6 “Releasees”).

7 (b) **Claims Released By Class Members.** As of the Effective Date, and upon  
8 payment of amounts set forth herein, and except as to such rights or claims as may  
9 be created by this Agreement, each and every Settlement Class Member, on behalf  
10 of himself or herself and his or her heirs and assigns, unless he or she has properly  
11 elected to opt out of the class, hereby releases Releasees from the following claims  
12 (“Released Claims”) for the entire Class Period:

- 13 1) any and all claims stated in the Action, implicitly or explicitly, including  
14 but not limited to state wage and hour claims (including all claims under  
15 the California Labor Code) for unpaid wages, unreimbursed business  
16 expenses, minimum wage, overtime, off-the-clock work, meal periods, rest  
17 periods, wage statement violations, interest, penalties, and attorneys' fees,  
18 waiting time penalties, withholding from wages and the related provisions  
19 of the Labor Code including but limited to Labor Code §§ 201-204, 210,  
20 216, 218.6, 226, 226.3 , 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198,  
21 2698 et seq., and 2802, derivative claims under California Business &  
22 Professions Code §§ 17200 et seq., and all claims under the Wage Order,  
23 and the Private Attorneys General Act of 2004, Labor Code section 2698 et  
24 seq. (“PAGA”);
- 25 2) as to any Settlement Class Member who cashes their Settlement Payment,  
26 the signing and negotiation of that check shall serve as the Settlement Class  
27 Member’s consent to join the action for purposes of releasing claims  
28 arising under the Fair Labor Standards Act that are related to the claims

1 stated in the Action, implicitly or explicitly; and

- 2 3) any and all claims that were or could have been asserted based on the facts  
3 and/or claims pleaded in the Complaint or any amendments thereto for any  
4 purported violation of any local, state, or federal wage and hour laws  
5 (excluding claims arising under the Fair Labor Standards Act, which are  
6 addressed above), regulations, and/or ordinances, including such laws,  
7 regulations, and/or ordinances related to the non-payment of wages,  
8 minimum wages, overtime wages, or any other wage-related or  
9 recordkeeping-related claims; liquidated damages; attorneys' fees, costs  
10 and expenses; pre- and post-judgment interest; or damages or relief of any  
11 kind arising from the allegation that the Class Members were not properly  
12 compensated for all time worked on a daily or weekly basis, under state or  
13 federal law, at any time during the Class Period.

14 **GENERAL RELEASES BY THE PLAINTIFFS**

15 29. Plaintiffs make the following general release of all claims, known or unknown (the  
16 "General Release"):

- 17 (a) Plaintiffs, and their successors, assigns, and/or agents, shall fully and finally release  
18 and discharge Defendant and each of its parent companies and subsidiaries, and  
19 past or present affiliates, shareholders, members, representatives, agents (including,  
20 without limitation, any investment bankers, accountants, insurers, reinsurers,  
21 attorneys, auditors, consultants, and any past, present, or future officers, directors  
22 and employees), and each of their predecessors, successors, heirs, and assigns  
23 (collectively the "Named Plaintiffs' Released Parties") from all claims, demands,  
24 rights, liabilities and causes of action of every nature and description whatsoever,  
25 known or unknown, asserted or that might have been asserted, whether in tort,  
26 contract, or for violation of any state or federal statute, rule or regulation arising out  
27 of, relating to, or in connection with any act or omission by or on the part of any of  
28 the Named Plaintiffs' Released Parties committed or omitted prior to the execution

1 hereof.

2 (b) The General Release includes any unknown claims the Plaintiffs do not know or  
3 suspect to exist in the Plaintiffs' favor at the time of the General Release, which, if  
4 known by the Plaintiffs, might have affected Plaintiffs' settlement with, and release  
5 of, the Named Plaintiffs' Released Parties by the Plaintiffs or might have affected  
6 the Plaintiffs' decisions not to object to this Settlement or the General Release.

7 (c) With respect to the General Release, the Plaintiffs stipulate and agree that, upon the  
8 Effective Date, Plaintiffs shall be deemed to have, and by operation of the Final  
9 Approval Order shall have, expressly waived and relinquished, to the fullest extent  
10 permitted by law, the provisions, rights and benefits of Section 1542 of the  
11 California Civil Code, or any other similar provision under federal or state law,  
12 which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
14 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO  
15 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING  
16 THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST  
17 HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT  
18 WITH THE DEBTOR.

19 (d) Plaintiffs may hereafter discover facts in addition to or different from those the  
20 Plaintiffs now know or believe to be true with respect to the subject matter of the  
21 General Release, but the Plaintiffs, upon the Effective Date, shall be deemed to  
22 have, and by operation of the Final Approval Order shall have, fully, finally, and  
23 forever settled and released any and all of the claims released pursuant to the  
24 General Release, whether known or unknown, suspected or unsuspected,  
25 contingent or non-contingent, which now exist, or heretofore have existed upon  
26 any theory of law or equity now existing or coming into existence in the future,  
27 including, but not limited to, conduct that is negligent, intentional, with or without  
28 malice, or a breach of any duty, law, or rule, without regard to the subsequent  
discovery or existence of such different or additional facts.

1 **FUTURE EMPLOYEMENT WITH DEFENDANT**

2 30. Plaintiffs agree that they will not seek future employment with Defendant and will not  
3 apply for work with Defendant at any time in the future. Plaintiffs agree that if they do apply for  
4 employment by Defendant in the future, they will not be rehired.

5 **DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL**

6 31. The Parties shall submit this Joint Stipulation of Class Action Settlement to the Court in  
7 support of Plaintiff's unopposed motion for preliminary approval for determination by the Court as to its  
8 fairness, adequacy, and reasonableness. Upon execution of this Joint Stipulation of Class Action  
9 Settlement, the Parties shall apply to the Court for the entry of an order:

- 10 (a) Scheduling a final approval and fairness hearing on the question of whether the  
11 proposed Settlement, including payment of attorney's fees and costs, and the Class  
12 Representatives' service payment, should be finally approved as fair, reasonable,  
13 and adequate as to the members of the Class;
- 14 (b) Certifying a Class;
- 15 (c) Approving as to form and content the proposed Notice of Class Action Settlement;
- 16 (d) Approving as to form and content the proposed Notice of Settlement Payment;
- 17 (e) Directing the mailing of the Notices;
- 18 (f) Staying *Cedillo v. Caitac Garment Processing, Inc.*, Case No. 18STCV06470  
19 while the Settlement is submitted for review and final approval; and
- 20 (g) Preliminarily approving the Settlement subject only to the objections of Class  
21 Members and final review by the Court.

22 **DUTIES OF THE PARTIES FOLLOWING FINAL COURT APPROVAL**

23 32. Following final approval by the Court of the Settlement provided for in this Joint  
24 Stipulation of Settlement, Class Counsel will provide to Defendant's Counsel for review and approval and  
25 then submit to the Court a proposed final order and judgment containing provisions sufficient to  
26 accomplish the following:

- 27 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
28 adequate, and directing consummation of its terms and provisions;

- 1 (b) Approving Class Counsel’s application for an award of attorney’s fees and costs;  
2 (c) Approving the service payment to the Class Representatives;  
3 (d) Dismissing the related action of *Cedillo v. Caitac Garment Processing, Inc.*, Case  
4 No. 18STCV06470 with prejudice as to Plaintiff Cedillo;  
5 (e) Entering a final judgment in the action;  
6 (f) Providing Notice of the final judgment to the class by posting for no less than 90  
7 days the final judgment on a website created or maintained by the Settlement  
8 Administrator; and,  
9 (g) Revising the final judgment, if necessary, to specifically state the final disposition  
10 of Settlement funds to a *cy pres* recipient in compliance with Code of Civil  
11 Procedure § 384.

### 12 **NULLIFICATION AND TERMINATION**

13 33. This Settlement will be null and void if any of the following occur: (a) the Court should for  
14 any reason fail to certify a class for settlement purposes; (b) the Court should for any reason fail to  
15 preliminarily or finally approve of this Settlement in the form agreed to by the Parties, other than  
16 adjustments made to the attorney’s fees and costs or granting of service fees; (c) the Court should for any  
17 reason fail to enter the final judgment; (d) the final judgment is reversed, modified, or declared or rendered  
18 void; or (e) the Settlement does not become final for any other reason.

19 34. If 5% or more of the Class Members request exclusion or opt out of this Settlement, then  
20 Defendant in its sole discretion may terminate, nullify and void this Settlement. The Settlement  
21 Administrator shall provide Defendant’s Counsel with the information necessary to effectuate this  
22 provision on a regular basis, but no less frequently than on a monthly basis. To terminate this Settlement  
23 under this paragraph, Defendant’s Counsel must give Plaintiffs’ Counsel written notice no later than 30  
24 calendar days after the opt-out period has expired.

25 35. In the event this Settlement is nullified or terminated as provided above: (i) this Settlement  
26 shall be considered null and void, (ii) neither this Settlement nor any of the related negotiations or  
27 proceedings shall have any force or effect and no party shall be bound by any of its terms, and (iii) all  
28 Parties to this Settlement shall stand in the same position, without prejudice, as if the Settlement had been

1 neither entered into nor filed with the Court.

2 **PARTIES' AUTHORITY**

3 36. The signatories hereto hereby represent that they are fully authorized to enter into this  
4 Settlement and bind the Parties hereto to the terms and conditions thereof.

5 **MUTUAL FULL COOPERATION**

6 37. The Parties agree to fully cooperate with each other to accomplish the terms of this  
7 Settlement including, but not limited to, execution of such documents and taking such other action as  
8 reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement  
9 shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that  
10 may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set  
11 forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the  
12 assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the  
13 Court's preliminary and final approval of this Settlement.

14 **NO PRIOR ASSIGNMENTS**

15 38. The Parties and their respective counsel represent, covenant, and warrant that they have not  
16 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to  
17 any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein  
18 released and discharged except as set forth herein.

19 **NO ADMISSION OF LIABILITY**

20 39. Nothing contained herein, nor the consummation of this Settlement, is to be construed or  
21 deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.  
22 Defendant denies all the claims and contentions alleged by the Plaintiff in this case. The Defendant has  
23 entered into this Settlement solely with the intention to avoid further disputes and litigation with the  
24 attendant inconvenience and expenses.

25 **ENFORCEMENT ACTIONS**

26 40. In the event that one or more of the Parties to this Settlement institutes any legal action or  
27 other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare  
28 rights and/or obligations under this Settlement, the successful party or parties shall be entitled to recover



1 from the unsuccessful party or parties reasonable attorney's fees and costs, including expert witness fees  
2 incurred in connection with any enforcement actions.

3 **NOTICES**

4 41. Unless otherwise specifically provided herein, all notices, demands or other  
5 communications given hereunder shall be in writing and shall be deemed to have been duly given as of the  
6 third business day after mailing by United States registered or certified mail, return receipt requested,  
7 addressed as follows:

8  
9 **Class Counsel:**

10 Kane Moon  
11 H. Scott Leviant  
12 Allen Feghali  
13 **MOON & YANG, APC**  
14 1055 W. Seventh St., Suite 1880  
15 Los Angeles, California 90017  
16 Telephone: (213) 232-3128  
17 Facsimile: (213) 232-3125  
18 kane.moon@moonyanglaw.com  
19 scott.leviant@moonyanglaw.com  
20 allen.feghali@moonyanglaw.com

Ronald H. Bae  
Olivia D. Scharrer  
**AEQUITAS LEGAL GROUP**  
A Professional Law Corporation  
1156 E. Green Street, Suite 200  
Pasadena, California 91106  
Telephone: (213) 674-6080  
Facsimile: (213) 674-6081  
rbae@aequitaslegalgroup.com  
oscharrer@aequitaslegalgroup.com

21  
22 **Counsel for Defendant:**

23 Andranik Tsarukyan (SBN 258241)  
24 Armen Zenjiryan (SBN 261073)  
25 **REMEDY LAW GROUP LLP**  
26 610 E. Providencia Ave. Suite B  
27 Burbank, CA 91501-2495  
28 Telephone: (818) 422-5941  
andy@remedylawgroup.com  
armen@remedylawgroup.com

**CONSTRUCTION**

42. The Parties hereto agree that the terms and conditions of this Settlement are the result of  
lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed  
in favor of or against any party by reason of the extent to which any party or his, her or its counsel  
participated in the drafting of this Settlement.

1 **CAPTIONS AND INTERPRETATIONS**

2 43. Paragraph titles or captions contained herein are inserted as a matter of convenience and  
3 for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision  
4 hereof. Each term of this Settlement is contractual and not merely a recital.

5 **MODIFICATION**

6 44. This Settlement may not be changed, altered, or modified, except in writing and signed by  
7 the Parties hereto, and approved by the Court. This Settlement may not be discharged except by  
8 performance in accordance with its terms or by a writing signed by the Parties hereto.

9 **INTEGRATION CLAUSE**

10 45. This Settlement contains the entire agreement between the Parties relating to the  
11 Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,  
12 understandings, representations, and statements, whether oral or written and whether by a party or such  
13 party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

14 **WAIVER OF APPEALS**

15 46. The Parties agree to waive appeals and to stipulate to class certification for purposes of  
16 implementing this Settlement only, with the exception that Class Counsel retains the right to appeal the  
17 amount awarded as attorney's fees in the event that the Court awards less than twenty-five percent of the  
18 Gross Settlement Amount as attorney's fees.

19 **BINDING ON ASSIGNS**

20 47. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and  
21 their respective heirs, trustees, executors, administrators, successors and assigns.

22 **CLASS COUNSEL SIGNATORIES**

23 48. It is agreed that because the members of the Class are so numerous, it is impossible or  
24 impractical to have each member of the Class execute this Settlement. The Notice of Class Action  
25 Settlement, Exhibit "A" hereto, will advise all Class Members of the binding nature of the release, and the  
26 release shall have the same force and effect as if this Settlement were executed by each member of the  
27 Class.

1 **COUNTERPARTS**

2 49. This Settlement may be executed in counterparts and by electronic or facsimile signatures,  
3 and when each party has signed and delivered at least one such counterpart, each counterpart shall be  
4 deemed an original, and, when taken together with other signed counterparts, shall constitute one  
5 Settlement, which shall be binding upon and effective as to all Parties.

6 **CONFIDENTIALITY & PUBLIC COMMENT**

7 50. The Class Representatives and Class Counsel agree they will not make any disparaging  
8 comments about Defendant relating to this Settlement of this class action or disclose the negotiations of  
9 the Settlement. The Class Representatives and Class Counsel shall only disclose matters of public record.  
10 The Parties and attorneys will keep the settlement confidential until the filing of the motion for preliminary  
11 approval of the class settlement. Thereafter, the Parties agree to make no comments to the media or  
12 otherwise publicize the terms of the Settlement, other than in court filings. To the extent counsel for either  
13 Party wish to advertise this settlement, such advertising will be limited to a statement that a matter was  
14 settled between a putative class and a manufacturing company. Any communication about the Settlement  
15 to Class Members prior to the Court-approved mailing will be limited to a statement that a settlement has  
16 been reached and the details will be communicated in a forthcoming Court-approved notice. Prior to  
17 preliminary approval, the Class Representatives are prohibited from discussing the terms or the fact of the  
18 settlement with third parties other than (1) their spouses or (2) their accountants or lawyers as necessary  
19 for tax purposes. At all times, the Class Representatives are prohibited from communicating about the  
20 terms or the fact of the settlement on any form of social media (“Social Media Bar”). In the event of a  
21 proven breach of the Social Media Bar, the violating Plaintiff shall forfeit one-half of his or her respective  
22 class representative enhancement payment, as a form of liquidated damages. Class Counsel will take all  
23 steps necessary to ensure the Class Representatives are aware of, and will adhere to, the restrictions against  
24 any public disclosure of the Settlement. Class Counsel will not include or use the settlement for any  
25 marketing or promotional purposes.

26 **FINAL JUDGMENT**

27 51. The Parties agree that, upon final approval of the Settlement, final judgment of this Action  
28 will be made and entered in its entirety.

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
2 Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

3 IT IS SO STIPULATED.  
4

5 **Plaintiff & Class Representative:**

6 Dated: September \_\_, 2019

By: \_\_\_\_\_  
ABRAHAM ONOFRE

7  
8  
9 Dated: September 4, 2019

By:   
REINA CEDILLO

10  
11  
12 **Plaintiff's Counsel:**

13 Dated: September \_\_, 2019


**MOON & YANG, APC**

14  
15 By: \_\_\_\_\_  
Kane Moon  
H. Scott Leviant  
Allen Feghali

16  
17 Attorneys for Plaintiff Abraham Onofre

18  
19 Dated: September 4, 2019

**AEQUITAS LEGAL GROUP**

20  
21 By:   
Ronald H. Bae  
Olivia D. Scharrer

22  
23 Attorneys for Plaintiff Reina Cedillo

24  
25  
26  
27 [SIGNATURES CONTINUED ON NEXT PAGE]  
28

1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint  
2 Stipulation of Class Action Settlement between Plaintiffs and Defendant as set forth below:

3 IT IS SO STIPULATED.

4  
5 **Plaintiff & Class Representative:**

6 Dated: September <sup>Da8</sup> y\_\_, 2019

By:  \_\_\_\_\_  
7 ABRAHAM ONOFRE  
8


9 Dated: September \_\_, 2019

By: \_\_\_\_\_  
10 REINA CEDILLO

11  
12 **Plaintiff's Counsel:**

13 Dated: September 8, 2019

**MOON & YANG, APC**

By:  \_\_\_\_\_  
14 Kane Moon  
15 H. Scott Leviant  
16 Allen Feghali

17 Attorneys for Plaintiff Abraham Onofre

18  
19 Dated: September \_\_, 2019

**AEQUITAS LEGAL GROUP**

By: \_\_\_\_\_  
20 Ronald H. Bae  
21 Olivia D. Scharrer

22 Attorneys for Plaintiff Reina Cedillo  
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27 [SIGNATURES CONTINUED ON NEXT PAGE]  
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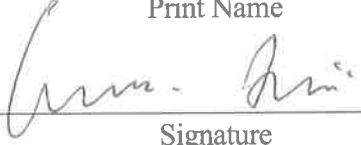
**Defendant:**

Dated: September 6<sup>th</sup>, 2019

CAITAC GARMENT PROCESSING, INC.

By: MUNEYUKI ISHII

Print Name



Signature

C.E.O.

Title

**Defendant's Counsel:**

Dated: September 9, 2019

**REMEDY LAW GROUP LLP**

By: Andy Tsarukyan

Andranik Tsarukyan  
Armen Zenjiryan

Attorneys for Defendant Caitac Garment  
Processing, Inc.